

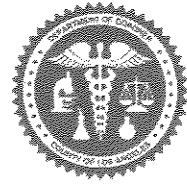


*"Enriching Lives"*

# COUNTY OF LOS ANGELES

## DEPARTMENT OF CORONER

1104 N. MISSION RD., LOS ANGELES, CALIFORNIA 90033



**Anthony T. Hernandez**  
Director

**Lakshmanan**  
**Sathyavagiswaran, MD**  
Chief Medical Examiner-  
Coroner

August 24, 2006

**Agenda Date: September 5, 2006**

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE SERVICE AGREEMENT TO REIMBURSE COUNTY FOR TISSUE  
COLLECTION SERVICES AT DEPARTMENT OF CORONER AND DHS  
(ALL DISTRICTS – 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director, Department of Coroner, to execute Agreement, substantially similar to Exhibit I, with Tissue Banks International (TBI) to provide Tissue Collection Services countywide for the Department of Coroner (Coroner) and Department of Health Services (DHS) facilities where TBI agrees to reimburse County for costs incurred in the performance of such service, effective September 11, 2006 through September 12, 2011, with two one year renewal options.
2. Delegate authority to the Director, Department of Coroner to exercise the two one-year renewal options and to extend the Agreement on a month-to-month basis up to an additional six months.

**Accreditations:**

*National Association of Medical Examiners  
California Medical Association-Continuing Medical Education  
Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors  
Peace Officer Standards and Training Certified*

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In approving the recommended actions, the Board is authorizing an Agreement with TBI for the continued provision of tissue collection services at the Coroner and DHS facilities.

The County of Los Angeles requires a regular supply of tissue, such as heart valves, corneas, skin and bone to meet the humanitarian needs of the general public and persons requiring tissue which would otherwise be unavailable. The County does not have the available expertise to perform such services and has determined that contracting the services is in the best interest of the County.

The current Agreement (No. 73781) with Tissue Banks International, approved by your Board on March 11, 2003, was the result of a solicitation process reviewed and developed by the CAO, DHS, Coroner and County Counsel. The Request for Proposal (RFP) released in 2003 incorporated the recommendations made by the Tissue Panel comprised of various County departments and outside experts, as directed by your Board. The current Agreement facilitated the equitable and fair distribution of tissue among the participating Tissue Bank Partners for the last three years. However, this Agreement will expire on September 11, 2006.

The RFP developed for the 2003 solicitation was updated and released on June 30, 2006, resulting in the receipt of one proposal. This proposal was reviewed by an Evaluation Committee, who selected and recommended the proposed Contractor.

### **Implementation of Strategic Plan Goals**

The proposed recommendations further the Board approved County Strategic Plan Goals No. 1 (Service Excellence) and No. 5 (Children and Families' Well-Being) by providing the community the humanitarian need for gratis tissue, Goal No. 3 (Organizational Effectiveness) in the internal operations of the Coroner and DHS facilities and Goal No. 4 (Fiscal Responsibility) by facilitating the reimbursement of costs incurred by the County in the tissue collection process.

### **FISCAL IMPACT/FINANCING**

TBI will reimburse County for its costs based on the Department of Coroner and DHS determinations of their actual average costs per case.

### **FISCAL AND PROVISIONAL/LEGAL REQUIREMENTS**

County Counsel has reviewed and approved the Agreement as to form.

As with the existing Agreement, the following recommendations from the CAO in 2003 for tissue collection and distribution have been incorporated into the new Agreement. These are:

- A single Agreement with one Contractor who is certified by the American Association of Tissue Banks (AATB).
- The standards set forth by AATB related to harvesting and distribution of tissue are appropriate.
- The Agreement shall be administered solely by the Department of Coroner.
- The Contractor will handle all Tissue Collection Services at Coroner and DHS facilities.
- The Agreement contains the tissue distribution rotation schedule with appropriate State-Licensed Tissue Bank Partners (TBPs).
- The Agreement contains a breakdown of the costs for processing tissue.
- The Agreement includes requirements for written records regarding tissue harvesting and distribution.

The award of this Agreement will not result in a reduction of County services. (County Code Section 2.121.390).

This is not a Proposition A Agreement, therefore the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

The recommended Contractor will consider Greater Avenues for Independence Program and General Relief Opportunity for Work (GAIN/GROW) participants for future employment and will comply with the Jury Service Ordinance, the Child Support Compliance Program and the Safely Surrender Baby Law.

### **CONTRACTING PROCESS**

On June 30, 2006, the Coroner released an RFP to solicit qualified vendors for Tissue Collection Services for Coroner and DHS facilities.

Notices of the RFP release were mailed to multiple AATB certified non-profit tissue bank agencies. It was also advertised on the County's Purchasing/Contracts Internet website and in the Los Angeles Times and Daily News publications. The Department of Coroner held a mandatory Proposers conference on July 12, 2006. A total of three vendors were represented at the conference. On July 24, 2006, one proposal was received from a prospective vendor.

An Evaluation Committee consisting of representatives from the Department of Coroner and DHS evaluated the proposal. The proposal was reviewed against criteria for services agreements and met all requirements.

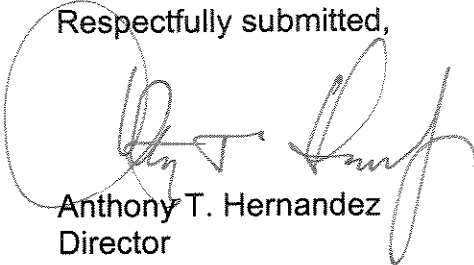
Honorable Board of Supervisors  
August 24, 2006  
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The new Agreement will continue the provision of Tissue Collection Services throughout the County, continuing the effective and equitable Tissue Collection and Distribution service Countywide.

**CONCLUSION**

The Executive Officer, Board of Supervisors, is requested to return one (1) stamped copy of the approved Board letter.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Anthony T. Hernandez', is written over a circular stamp. The signature is fluid and cursive.

Anthony T. Hernandez  
Director

ATH/slg

Attachment

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors (22)

## **EXHIBIT 1**



## **CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**TISSUE BANKS INTERNATIONAL**

**FOR**

**TISSUE COLLECTION SERVICES**

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## 1. Recitals

- 1.1 This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between the County of Los Angeles (hereinafter referred to as "County") and Tissue Banks International (hereinafter referred to as "Contractor") for the establishment of a program to harvest human body tissue from bodies of decedents under Department of Coroner's (hereinafter "Coroner") and Department of Health Services' (hereinafter "DHS") jurisdiction.
- 1.2 WHEREAS, under the provisions of Government Code sections 27491.45 and 27491.47 and Health and Safety Code Section 7151.5(a), the Coroner is authorized and subject to certain conditions to permit the removal of tissue from bodies within the Coroner's custody; and
- 1.3 WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates various general acute care hospitals (hereinafter referred to as "DHS Facilities"); and
- 1.4 WHEREAS, Contractor is a licensed procurement organization within the definition of Health and Safety Code Section 7150.1(j) and a non-profit agency within the definition of Government Code Section 27491.47 engaged in collection, storage and therapeutic transplantation of human tissue on behalf of doctors, surgeons and hospitals as specified in Health and Safety Code Section 7151.5(a)(1); and
- 1.5 WHEREAS, Contractor is certified by the national professional organization, known as the Eye Bank Association of America, i.e., (hereinafter "EBAA"), and has completed its accreditation process by the American Association of Tissue Banks (hereinafter "AATB") and
- 1.6 WHEREAS, the provisions of Penal Code Section 367f(c)(2) and Health and Safety Code Section 7155(b) permit recovery of reasonable costs associated with removal, storage and transportation of human tissue intended for therapeutic transplantation; and
- 1.7 WHEREAS, there is a great need for corneal eye and other human tissue available for therapeutic transplantation in Southern California and throughout the United States; and

1.8 WHEREAS, in order to meet the current need for transplantable corneal eye and other human tissue, the County and Contractor desire to create a program for expedited examination and processing of bodies in the Coroner's custody and DHS Facilities to facilitate tissue harvesting by Contractor and shall adhere to FDA provisions, CFR Title 21, Part 1270, "Human Tissue Intended for Transplantation", and the California Health and Safety Code 7150 et seq., "Uniform Anatomical Gift Act", and expect to incur certain additional costs in connection therewith; and

1.9 WHEREAS, County is authorized by Government Code Section 31000, and Health and Safety Code Sections 1451 and 7184.5 to contract for these services

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

## **2. Term and Applicable Documents**

### **2.1 Term of the Contract**

- 2.1.1. The term of this Agreement shall commence on September 12, 2006 and shall continue in full force and effect until September 12, 2011.
- 2.1.2. The County shall have the option to extend the term for up to two additional one-year periods, for a maximum total contract term of seven years. The contract may also be extended on a month-to-month term not to exceed six months, at the end of the contract term. Each such option year, and any month-to-month extension, shall be exercised by the County Project Director.
- 2.1.3. The County Project Director shall notify Contractor of its election to exercise an extension by providing it with written notice of such election no later than sixty (60) days prior to the commencement of the applicable extension.
- 2.1.4. This Agreement, including any extended term, may be cancelled or terminated at any time by either party without cause upon the giving of at least thirty (30) days written notice to the other. County may (also) suspend the performance of services hereunder in whole or in part, upon the giving of at least a thirty-day (30) written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.
- 2.1.5. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the

transition to whatever service replacement method County determines to be in its best interest.

## 2.2 Applicable Documents

Exhibits A, B, C, D, E, F and G are attached to and form a part of this Agreement. Exhibits I and J referenced below but are not attached, are hereby incorporated herein by reference. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

- 1) Exhibit A Statement of Work
- 2) Exhibit B Contractor's Reimbursement of County's Expenses
- 3) Exhibit C Tissue Banks Partnering Agreement(s)
- 4) Exhibit D Contractor's EEO Certification
- 5) Exhibit E Jury Service Ordinance
- 6) Exhibit F Safely Surrendered Baby Law
- 7) Exhibit G Familiarity with County Lobbyist Ordinance Certification
- 8) Exhibit H Attestation of Willingness to Consider GAIN/GROW Participants
- 9) Exhibit I Contractor's Bid (Not Attached)
- 10) Exhibit J County's Request for Proposal (Not Attached)
- 11) Exhibit K County's Administration
- 12) Exhibit L Contractor's Administration
- 13) Exhibit M Contractor Acknowledgement and Confidentiality Agreement
- 14) Exhibit N Charitable Contributions Certification

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 25 – Changes and Amendments of Terms and signed by both parties.

### 3. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

#### 3.1 Board of Supervisors

The Board of Supervisors of the County of Los Angeles, having final authority on Contract Awards.

#### 3.2 Agreement

Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

#### 3.3 Contractor

The sole proprietor, partnership, or corporation that has entered into an agreement with the County to perform or execute the work covered by the Statement of Work.

#### 3.4 Contractor Project Manager

The individual designated by the Contractor to administer the Contract operations after the Contract award.

#### 3.5 Contract Project Monitor

Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

#### 3.6 County Project Director

The Director of the Department of Coroner designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

#### 3.7 County Project Manager

Person designated by County's Project Director to manage the operations under this Contract.

#### 3.8 Day(s)

Calendar day(s) unless otherwise specified.

#### 3.9 Fiscal Year

The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3.10 County

The County of Los Angeles

### 3.11 Department of Coroner (Coroner)

The department responsible for administering and monitoring the Agreement as to Contractor's responsibility.

### 3.12 Department of Health Services (DHS)

The County department that operates County hospitals, clinics and public health organizations.

### 3.13 Facility or Facilities

As used herein, the term "facility" or "facilities" shall mean property or properties owned and operated by the County of Los Angeles where contract services are to be performed.

### 3.14 Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

### 3.15 Tissue Bank Partner(s)

A Tissue Bank licensed by the California Department of Health Services, that receives tissue from Contractor under this Agreement.

### 3.16 Tissue Bank Partnering Agreement(s)

The cooperative agreement(s) between the Contractor and its Tissue Bank Partner(s) for tissue distribution.

### 3.17 Subcontractor

Persons, companies, corporations or other organizations, furnishing supplies, services of any nature, equipment, or material to Contractor, at any tier, under a County Provided written agreement.

## **4. Tissue Disbursement Program**

### 4.1 County's Obligations

The Coroner and DHS shall work cooperatively with Contractor to increase availability of viable corneal eye and other human tissue for therapeutic transplantation following human deaths that are subject to the Coroner's and DHS jurisdiction. To accomplish this objective, the Coroner and DHS shall use their best efforts to:

- 4.1.1. Notify Contractor of deaths appearing suitable for corneal eye or other tissue transplantation in accordance with mutually satisfactory criteria to enable Contractor to remove viable tissue on a timely basis. In the case of corneal tissue, Coroner and DHS shall endeavor to notify Contractor within 15 hours of the death.
- 4.1.2. Provide Contractor's licensed and trained surgeons and technicians timely access to adequate space at Coroner and DHS Facilities to enable Contractor to carry out the harvesting surgery.
- 4.1.3. Make available to Contractor, subject to limitations imposed by law, as soon as possible or within 15 hours in cases involving viable corneal tissue, the necessary casework data (i.e. tissue evaluation, preliminary background investigation) for Contractor to evaluate the tissue and acquire consent to harvest.
- 4.1.4. Establish and deliver to Contractor a protocol for Contractor to confirm the permission to harvest; for movement of the dead bodies and related documents; and conduct of Contractor personnel within the Coroner's and DHS' facility.
- 4.1.5. DHS Facilities shall provide for the use of Contractor suitable facilities and support, if available, for management of the donor and for the procurement of tissue. Such facilities and support may include supplies and equipment, nursing care, medical tests, evaluation and an operating room or morgue as requested by Contractor.
- 4.1.6. DHS Facilities shall complete standard post-mortem care as provided by DHS Facilities policies.
- 4.1.7. DHS Facilities shall, on an ongoing basis, provide Contractor with access to DHS Facilities' medical records and specific patient charts per Contractor's Death Records Review ("DRR") Protocol. County understands that the purpose of the DRR is to identify the number of potential tissue donors and determine the frequency with which referrals are made to Contractor.
- 4.1.8. DHS Facilities shall provide an appropriate level of care to the potential tissue donor up to and following a brain death declaration to assure quality tissue recovery. Each DHS facility shall document that the deceased person is either brain dead, or biologically dead.
- 4.1.9. Each DHS Facility shall designate a representative who will serve as the DHS Facility primary liaison with Contractor and the Coroner Program Administrator.

#### 4.2 Contractor's Obligations

Contractor shall perform, carry out, and accomplish all obligations contained in Exhibit A, Statement of Work, attached hereto, and incorporated herein; and shall

comply with each act, or requirement contained in Exhibit A as if it were fully set forth herein.

## **5. REQUIREMENTS AND REPRESENTATIONS OF CONTRACTOR**

5.1 Contractor represents and warrants to the County that it has met the following requirements:

- 5.1.1. Internal Revenue Code 501(c)(3) status.
- 5.1.2. California State Tissue Bank Licensure.
- 5.1.3. Accreditation by EBAA and AATB.
- 5.1.4. Technicians appropriately licensed and certified EBAA and AATB.
- 5.1.5. Documented policy for distribution of gratis tissues for indigent patients, in an amount determined to be reasonable by the Coroner and DHS.
- 5.1.6. A defined policy with regard to tissue distribution utilizing affiliated Tissue Banks.
- 5.1.7. Contractor shall obtain and maintain in effect during the term of this agreement, verified liability insurance, professional and other, with limits acceptable to County, and be capable of indemnifying the County, Coroner and DHS in relation to collections from Coroner's cases, at the Coroner's facility and/or at DHS' Facilities.
- 5.1.8. Professionally credentialed board certified medical director in the field for which access is sought, i.e., eyes, bone, skin.

5.2 Contractor Representations and Warrants that:

- 5.2.1. All work performed by the Contractor shall be governed by the Statement of Work (Exhibit A).
- 5.2.2. Tissues shall be made available regardless of race, creed or color.
- 5.2.3. Tissues shall not be bought or sold.
- 5.2.4. Gratis corneas shall be provided in an amount determined to be reasonable by Coroner and DHS for those patients who are in need and have no insurance coverage.
- 5.2.5. Tissues shall be placed for surgery in Los Angeles County as a matter of first priority.
- 5.2.6. Contractor shall be responsible for ensuring that its employees are certified and trained.

- 5.2.7. Contractor shall bear the responsibility to contact next-of-kin in accordance with the provisions of Health and Safety Code Section 7150 et seq. related to next-of-kin notification in order to obtain appropriate consent, orient kin to the program and make all necessary contacts with kin later, if there are questions or problems to be resolved with the next-of-kin.
- 5.2.8. Contractor shall reimburse County in accordance with billing and payment as provided in the Contractor's Reimbursement of County's Expenses, Exhibit B. Subject to the foregoing, Contractor reimbursement will be provided to County for County's Tissue Recovery Costs regardless of whether the tissue is in fact used, and such costs shall not be the responsibility of the donor, the donor's family, Coroner or DHS.

## **6. Administration of Contract – County**

### **6.1 County Administration**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit K - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Project Director**

- 6.2.1. County's Project Director is the following person or his designee:  
Anthony T. Hernandez, Director  
Department of Coroner  
1104 N. Mission Road  
Los Angeles, CA 90033
- 6.2.2. County shall notify Contractor in writing of any change in the name or address of County's Project Director.
- 6.2.3. County's Project Director shall be responsible for ensuring that the objectives of this Contract are met and will provide direction to the Contractor in the areas relating to County policy, information requirements and procedural requirements.

### **6.3 County's Project Manager**

- 6.3.1. County's Project Manager is the following person:  
Sarah Ahonima  
Administrative Services Manager III  
1104 N. Mission Road  
Los Angeles, CA 90033
- 6.3.2. County shall notify Contractor in writing of any change in the name or address of County's Project Manager.



- 6.3.3. The responsibilities of the County's Project Manager include:
- meeting with the Contractor's Project Manager on a regular basis; and
  - inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
  - The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### 6.4 County's Project Monitor

- 6.4.1. County's Project Monitor is the following:

Silvia Gonzalez  
1104 N. Mission Road  
Los Angeles, CA 90033

- 6.4.2. The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

- 6.4.3. County shall notify Contractor in writing of any change in the name or address of County's Project Monitor.

#### 6.5 Department of Health Services (DHS) Representatives

For each of the DHS Facilities listed below, DHS shall provide a representative who shall hereinafter be referred to as DHS Program Representative, who shall coordinate Tissue Collection services with the Contractor and Coroner as required under this Agreement.

- 6.5.1. Harbor/UCLA Medical Center  
Calvin Kwan  
1000 West Carson St.  
Torrance, CA 90509
- 6.5.2. Martin Luther King/Drew Medical Center  
Phil Valenzuela  
12021 Wilmington Ave.  
Los Angeles, CA 90059
- 6.5.3. LAC/USC Medical Center  
Barbara Oliver  
1200 N. State Street  
Los Angeles, CA 90033
- 6.5.4. Rancho Los Amigos Medical Center  
Lynn Loufek  
7601 E. Imperial Hwy  
Downey, CA 90242

6.5.5. Olive View/UCLA Medical Center  
Joan Baczowski  
14445 Olive View Drive  
Sylmar, CA 91343

6.5.6.

## **7. Administration of Contract – Contractor**

### **7.1 Contractor's Project Manager**

7.1.1. The Contractor's Project Manager is designated in Exhibit L - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2. The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager, County's Contract Project Monitor and DHS representatives on a regular basis.

### **7.2 Approval of Contractor Staff**

7.2.1. County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.2.2. Contractor's Staff Identification  
Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

## **8. Facilities**

8.1 Coroner facility for Tissue Collection Services is located at:

8.1.1. Department of Coroner  
8.1.2. 1104 N. Mission Road.  
8.1.3. Los Angeles, CA 90033

County shall provide Contractor and its personnel with reasonable access to Coroner's premises during performance of Tissue Collection services hereunder by Contractor. Contractor agrees to require all personnel to wear Contractor supplied photo identification visibly displayed at all times. Contractor shall advise the Program Administrator of all new employee hires, terminations, resignations and any other personnel change(s) no later than the next business day. If CONTRACTOR fails to comply with Paragraph 8.0, Contractor employees and other representatives may be denied access to CORONER'S facilities.

8.2 DHS Facilities for Tissue Collection services are located at:

- 8.2.1. Harbor/UCLA Medical Center  
Calvin Kwan  
1000 West Carson St.  
Torrance, CA 90509
- 8.2.2. Martin Luther King/Drew Medical Center  
Phil Valenzuela  
12021 Wilmington Ave.  
Los Angeles, CA 90059
- 8.2.3. LAC/USC Medical Center  
Barbara Oliver  
1200 N. State Street  
Los Angeles, CA 90033
- 8.2.4. Rancho Los Amigos Medical Center  
Lynn Loufek  
7601 E. Imperial Hwy  
Downey, CA 90242
- 8.2.5. Olive View/UCLA Medical Center  
Joan Baczkowski  
14445 Olive View Drive  
Sylmar, CA 91343

County shall provide Contractor and its personnel with reasonable access to DHS Facilities during performance of Tissue Collection services hereunder by Contractor. Contractor agrees to require all its personnel to wear Contractor supplied photo identification visibly displayed at all times. Contractor shall advise the Program Administrator of all new employee hires, terminations, resignations and any other personnel change(s) no later than the next business day. If Contractor fails to comply with Paragraph 8.0, CONTRACTOR employees and other representatives will be denied access to DHS Facilities.

**9. BILLING AND PAYMENT**

Contractor agrees to compensate County for actual costs incurred by the Coroner and DHS in conjunction with Tissue Collection Services, provided a Contractor's representative has accepted the donor for Tissue Collection services. Coroner's and DHS' billing shall be the actual cost of its services hereunder as listed in Exhibit B. Contractor, following receipt of a complete and accurate billing, shall pay the County the appropriate billed amount for each tissue donor within thirty (30) calendar days of receipt of invoice.

**10. EXCLUSIVITY**

Contractor shall generally have an exclusive right to provide Tissue Collection services for the Coroner and for DHS. An exercise of this authority by the County shall not be considered a waiver of any right, whether under this Agreement or by law, which County may have against Contractor for its failure to timely perform Tissue

Collection services hereunder.

Notwithstanding any other provision of this Agreement, the County may permit non-profit educational and research organizations, including public and private colleges, universities and hospitals, which have contracted with the County to perform educational and research activity on County premises, to periodically harvest corneal eye tissue and other human tissue on such terms as County deems appropriate.

## **11. CONTRACTOR PERSONNEL RULES AND REGULATIONS**

During the time that Contractor's staff are in the Coroner's and/or DHS Facilities, such persons shall be subject to the rules and regulations of the Facilities. The County Program Administrator or DHS Program Representatives hereunder shall furnish a copy of applicable rules and regulations to Contractor prior to execution of this Agreement, and during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with the County's rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services hereunder upon written notice from the County's Program Administrator, DHS Program Representatives or his or her designee that 1) any such employee has violated such rules or regulations, or 2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. The Program Administrator or DHS Program Representative must submit with such notice a written statement of the facts supporting any such alleged violation or action.

## **12. INDEPENDENT CONTRACTOR STATUS**

12.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

12.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

12.3 Contractor understands and agrees that all persons performing Work pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits

to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Agreement.

12.4 Contractor shall provide to County an executed Contractor Acknowledgment and Confidentiality Agreement (Exhibit M) for each of its employees performing work under this Agreement. Such agreements shall be delivered to County's Department of Human Resources, Health Safety and Disability Benefits Division, 3333 Wilshire Boulevard, 10<sup>th</sup> Floor, Los Angeles, California 90010, on or immediately after the execution of this Agreement by County's Board of Supervisors, but in no event later than the date any such employee first performs work under this Agreement.

### **13. ASSIGNMENT BY CONTRACTOR**

13.1 Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

13.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

13.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than the Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### **14. TISSUE BANK PARTNERING AGREEMENT – SUBCONTRACTING**

##### **14.1 Tissue Bank Partnering Agreement (hereinafter "TBPA")**

- 14.1.1. Contractor shall distribute tissue received from the Coroner or DHS among itself and its Tissue Bank Partners (hereinafter "TBP") through a County approved TBPA (Exhibit C), and according to the terms of a Tissue Distribution Plan approved by County pursuant to Paragraph 35.0. Any attempt by Contractor to distribute tissue without an executed TBPA shall be null and void, and shall constitute a material breach of this Agreement.
- 14.1.2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, including Coroner and DHS with respect to any liability resulting from the act(s) and/or omission(s) of each and every TBP in the same manner and to the same degree as if such TBP(s) were Contractor employees.
- 14.1.3. Contractor shall remain fully responsible for all performances required of it under this Agreement.
- 14.1.4. County's consent of Contractor's personnel working in Coroner and DHS Facilities shall not waive County's right to prior and continuing approval of any and all personnel, including TBP employees, providing services under this Agreement. Contractor is responsible to notify its TBP of this County right.
- 14.1.5. Contractor shall be solely liable and responsible for all payments or other compensation to all TBP's and their officers, employees, agents, and successors in interest arising from services performed hereunder, notwithstanding County's consent to the TBPA.
- 14.1.6. Contractor shall deliver to County's Program Administrator a fully executed copy of each TBPA entered into by Contractor before any tissue is distributed thereunder.

- 14.1.7. Contractor shall provide written notification to County within 5 days after termination of any TBPA. Such notification must include a revised Tissue Distribution Plan.

#### 14.2 Subcontracting

- 14.2.1. In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, except as provided in paragraph 14.0, Contractor shall not subcontract this Agreement, or any portion thereof, without the prior written consent of County's Program Administrator. Any attempt by Contractor to subcontract without such consent shall be null and void, and shall constitute a material breach of this Agreement.
- 14.2.2. If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (a) the reason(s) for the proposed subcontract, (b) a detailed description of the work to be performed by the proposed subcontractor, (c) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (d) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County approved subcontract (subcontract provisions will be supplied by County upon request), (e) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance from the proposed subcontractor which establish that the subcontractor maintains all the programs of insurance required by Section 32.0 (Indemnification and Insurance), and (f) any other information and/or certification required by County.
- 14.2.3. Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, including Coroner and DHS with respect to any liability resulting from the act(s) and/or omission(s) of each and every Subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 14.2.4. Contractor shall remain fully responsible for all performances required of it under this Agreement, including those which Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 14.2.5. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 14.2.6. County's Project Administrator is authorized to act for and on behalf of County with respect to approval of any subcontracting and subcontractor employees.

- 14.2.7. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 14.2.8. Contractor shall deliver to County's Program Administrator a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.
- 14.2.9. Contractor shall obtain both of the following from each approved subcontractor, and deliver same to County's Program Administrator, before any subcontractor employee may perform any work hereunder:
  - 14.2.10. An executed Contractor Acknowledgment and Confidentiality Agreement (see Exhibit M) for each subcontractor employee approved to perform work hereunder, and
  - 14.2.11. Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required of Contractor under Section 32.0 (Indemnification and Insurance).
- 14.2.12. All subcontractors shall perform and comply with all County procedures as described in the Statement of Work, Exhibit A, of this Agreement.

#### 14.3 TBP Subcontracting

- 14.3.1. TBP shall provide written notification to Contractor and County 30 days prior to request to perform the function of contacting the families of prospective donors assigned to that TBP. Upon such request, the provisions of Subparagraph 14.2, Subcontracting, shall apply to the TBP. TBP shall comply with all of County procedures described in Exhibit A, Statement of Work and for consent shall comply with Federal law, 42 U.S.C. Section 274 et seq., Health and Safety Code Section 7150 et seq. (Government Code 27491.47). Upon County approval, TBP shall enter into a County provided subcontract agreement with the Contractor and must comply with the existing laws and regulations and must indemnify and defend the County, the Contractor, and all other parties involved.

### 15. GOVERNING LAW, JURISDICTION AND VENUE

- 15.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees



and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

## **16. COMPLIANCE WITH APPLICABLE LAW**

16.1 Contractor's activities hereunder shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines and directives and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to thirty (30) Days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

16.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

## **17. RECORD RETENTION AND INSPECTION**

Patient Records: Contractor shall maintain detailed records of services for each donor patient. Financial Records: Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles. These records shall include supporting documentation and other information sufficient to properly reflect Contractor's provision of services hereunder, including but not limited to, its cost of providing such services.

Within ten (10) days of County's written request, Contractor shall allow County or any other authorized State or Federal agency or any duly authorized representative thereof to access, examine, audit, excerpt, copy, or transcribe any pertinent

transaction, activity, time card or other record relating to this Agreement. Unless otherwise expressly authorized by County, Contractor shall keep such material including all cost accounting and financial records for five (5) years after the termination date of this Agreement, or until all audits are complete, whichever is later.

**18. NON DISCRIMINATION, AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS**

18.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

18.2 Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

18.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

18.4 Contractor certifies and agrees that it will deal with its vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

18.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

18.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.

18.7 If County finds that any of the provisions of this Paragraph have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

18.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of

Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

18.9 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit D – Contractor's EEO Certification.

## **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

19.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

19.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Tissue Collection Services hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses. This Subparagraph shall survive expiration or termination of this Agreement.

## **20. MEDICAL EXAMS**

Contractor shall ensure that each of its staff who performs tissue procurement services under this Agreement is examined by a licensed physician (or other licensed medical practitioners such as physician assistants and nurse practitioners) on an annual or biannual basis, as required by the JCAHO Section 70723, Title 22, California Code of Regulations, and shall provide, County Project Director and/or Project Administrator upon request, with evidence that each such staff member is free of infectious/contagious disease(s) which would interfere with his or her ability to perform services hereunder or which could be transmitted in the work place, is immunized against common communicable diseases, has received an initial chest X-ray, an annual TB skin test or TB symptoms evaluation or periodic chest X-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where such staff have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such staff is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for at least five (5) years following the expiration or earlier termination of this Agreement for purposes of inspection and audit, and during such period, as well as during the term of Agreement, shall be made available to Coroner and DHS upon request. Contractor personnel assigned to Coroner and/or a DHS Facility must have satisfactorily completed the above examination and testing prior to performing any work under this Agreement.

## **21. TERMINATION FOR DEFAULT**

21.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- 21.1.1. If Contractor fails to perform or provide any Tasks, subtasks, Deliverables goods, services or other Work (i) within the times specified in this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have fifteen (15) Days to cure prior to termination under this Subparagraph), or (ii) any authorized extensions thereof (provided that nothing in this Subparagraph shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in this Agreement); or
- 21.1.2. If Contractor fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15)

Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure, provided that Contractor shall not be entitled and County may terminate this Agreement immediately, in the event that County determines Contractor's failure to perform or comply is not reasonably capable of being cured or cannot be cured by Contractor in a reasonable time. If, pursuant to the preceding sentence, County has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 22 (Termination for Convenience).

21.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 23 (Termination for Insolvency) or this Paragraph, then:

- 21.2.1. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work; and
- 21.2.2. Contractor and County shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 23 (Termination for Insolvency) and/or this Paragraph; and

21.3 Contractor shall not be liable for any such excess costs, if its failure to perform this Contract arises out of fires, floods, epidemics, quarantine restrictions, other acts of God, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources.

21.4 If, after County has given notice of termination under the provisions of this Paragraph, it is determined by County that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the

same as if the notice of termination had been issued pursuant to Paragraph 22 (Termination for Convenience).

21.5 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21.6 This Paragraph shall survive expiration or termination of this Agreement.

## **22. TERMINATION FOR CONVENIENCE**

22.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of Tissue Collection Services hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Tissue Collection Services is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) Days after the notice is sent, provided that in the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 21 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

22.2 After receipt of a notice of termination, and except as otherwise directed by County, Contractor shall:

22.2.1. Stop performing Work under this Agreement on the date and to the extent specified in such notice;

22.2.2. Complete performance of such part of the Work as shall not have been terminated by such notice.

22.3 For a period of five (5) years after final settlement under this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records, documents or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of Work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem

and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

22.4 This Paragraph shall survive expiration or termination of this Agreement.

## **23. TERMINATION FOR INSOLVENCY**

23.1 County may terminate this Agreement immediately at any time following the occurrence of any of the following:

- 23.1.1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County.
- 23.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) Days) regarding Contractor under the United States Bankruptcy Code.
- 23.1.3. The appointment of a receiver or trustee for Contractor.
- 23.1.4. The execution by Contractor of a general assignment for the benefit of creditors.

23.2 The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Software and related documentation), and shall not interfere with the rights and



benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

23.4 This Paragraph shall survive expiration or termination of this Agreement.

## **24. TERMINATION FOR IMPROPER CONSIDERATION**

24.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

24.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

24.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

## **25. CHANGES AND AMENDMENTS OF TERMS**

This Agreement document, together with all exhibits hereto, constitutes the complete and exclusive Agreement between the parties, superseding and incorporating all previous and contemporaneous agreements, written and oral, and all communications between the parties, relating to the subject matter of this Agreement. County reserves the right to initiate change to any provision of this Agreement. Renewals and other amendments to this Agreement shall be in writing and shall be executed by the parties in the same manner as this Agreement.

## **26. VALIDITY**

The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

## **27. WAIVER**

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **28. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement shall be materially impaired thereby.

## **29. COUNTY AUDIT SETTLEMENTS**

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit finds that Contractor's dollar liability for any such Work is more than payments made by Contractor to County, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand.

## **30. FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor. This Paragraph shall survive expiration or termination of this Agreement.

## **31. RECORDS AND AUDITS**

31.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, but not limited to, all financial records, time cards and other employment records and proprietary

data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

31.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise specifically regarding this Agreement, then Contractor shall file a copy of such audit report with County's Auditor-Controller and County's Project Director within thirty (30) Days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

31.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.

31.4 This Paragraph shall survive expiration or termination of this Agreement.

## **32. INDEMNIFICATION AND INSURANCE**

### **32.1 Indemnification**

32.1.1. Contractor shall indemnify, defend and hold harmless County, Coroner and DHS and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

### **32.2 General Insurance Requirements**

32.2.1. Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs

maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

### 32.3 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Coroner, 1104 N. Mission Road, Los Angeles, CA 90033, Attn: Sarah Ahonima, Administrative Services Manager III prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 32.3.1. Specifically identify this Agreement.
- 32.3.2. Clearly evidence all coverages required in this Agreement.
- 32.3.3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 32.3.4. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
- 32.3.5. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### 32.4 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County, in writing.

### 32.5 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may bill Contractor for any premium costs advanced by County for such insurance.

### 32.6 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- 32.6.1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- 32.6.2. any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- 32.6.3. any injury to a contractor employee which occurs on County property.
- 32.6.4. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Administrator.
- 32.6.5. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

### 32.7 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

### 32.8 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 32.8.1. Contractor providing evidence of insurance covering the activities of sub-contractors, or
- 32.8.2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

### 32.9 Insurance Coverage Requirements

- 32.9.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
 

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
- 32.9.2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- 32.9.3. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 32.9.4. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

32.10 Survival

- 32.10.1. This Paragraph shall survive expiration or termination of this Agreement.

### 33. STANDARD OF CARE

Contractor agrees that it shall perform its duties and responsibilities under this Agreement with the care, skill, and diligence that an enterprise of like character would exercise under similar circumstances.

### 34. CONFIDENTIALITY

Each of the parties hereto agrees to the extent permitted by law to mutually safeguard and keep confidential any and all information obtained from the other party with respect to the personnel of the County and each decedent, members of decedent's families, or any other category of data identified in writing by either party to the other party as being confidential. Unless otherwise required by law, all information obtained by Contractor in performance of its obligations under the Agreement shall be treated as confidential between the County and Contractor, including its TBP's and shall not be disclosed to any other person, firm or corporation or other entity without the written consent of the County.

- 34.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

34.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

34.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit M.

### **35. DISPOSITION OF HARVESTED TISSUE**

Contractor shall have the right to determine the disposition of tissue harvested under the program subject to the following:

35.1 Tissue shall be made available to all patients in the community on an as needed basis, and no person, hospital, doctor or other tissue bank shall be denied access to such tissue on grounds of race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation, or be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

35.2 The County reserves the right to permit non-profit educational and research organizations, including public and private colleges, universities and hospitals to harvest corneal eye tissue and other human tissue on such terms as the County deems appropriate and in compliance with applicable laws.

35.3 Contractor shall provide corneal and other harvested tissue to all County hospitals and doctors on an as requested basis free of any charges, and in sufficient amounts to satisfy their needs for the tissue.

35.4 Contractor shall provide a Tissue Distribution Plan, subject to County approval, in which Contractor identifies all TBPs that will be utilized in the Contractor's Tissue Distribution Plan. Contractor's Plan shall include the type and percentage of tissue to be distributed to each TBP. The approved Tissue Distribution Plan shall be included in all of Contractor's TBPA(s). Any modifications to the Tissue Distribution Plan shall be approved by the County prior to implementation.

35.5 Contractor shall maintain complete records of all tissue distributed pursuant to the Tissue Distribution Plan, including which TBP received the tissue, the dates on which it was distributed and the amount charged by Contractor for the tissue.

### **36. FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, Coroner and DHS, County's officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, FLSA, for work performed by Contractor's employees for which County may be found jointly or solely liable.

### **37. NOTICE OF DELAYS**

In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) Days following such determination), notify County's Project Director in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including, but not limited to, any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's obligations after timely written notice to County by Contractor of such failure, delay or inadequacy of performance, then the date for Contractor's completion of such obligation may be appropriately extended, as determined in the sole discretion of County's Project Director. Contractor shall take all reasonable actions to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Paragraph, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including, but not limited to, as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of County under this Agreement.

### **38. CONFLICT OF INTEREST**

38.1 No County employee whose position with County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or



employee of, nor any individual possessing any direct or indirect financial interest in, Contractor may in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to influence County's approval or ongoing evaluation of such work.

38.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of Paragraph 38.0 shall be a material breach of this Agreement.

#### **39. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

39.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County Facilities, buildings, or grounds caused by Contractor or employees, subcontractors or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty days after the occurrence.

39.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct such costs from any amounts due to Contractor from County.

#### **40. AUTHORIZATION AND WARRANTY**

Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

#### **41. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

41.1 County Lobbyist: Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully

comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

**41.2 Federal Certification and Disclosure Requirements:** If any Federal funds are to be used to pay for a portion of Contractor's Work under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

#### **42. NOTICES**

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or sent by prepaid first-class certified mail to the offices below. Addressees may be changed by either party upon ten days prior written notice. County's Program Administrator may issue all notices or demands which are required or permitted by County under this Agreement. Notices to County shall be sent as follows:

Sarah Ahonima, Program Administrator  
County of Los Angeles  
Department of Coroner  
1104 N. Mission Road  
Los Angeles, CA 90033

Notices to CONTRACTOR shall be sent as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **43. CONSIDERATION OF HIRING COUNTY EMPLOYEES**

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Agreement.

#### **44. PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, Contractor and County agree that, during the term of this

Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **45. COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement in whole or in part, or impose other penalties as specified in this Agreement.

#### **46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Service Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 21 "TERMINATION FOR DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **48. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of

child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

#### **49. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME**

##### **CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

#### **50. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **50.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

##### **50.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

##### **50.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

##### **50.4 Contractor Hearing Board**

- 50.4.1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the

scheduled date for a debarment hearing before the Contractor Hearing Board.

- 50.4.2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 50.4.3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 50.4.4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 50.4.5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 50.4.6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The

Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 50.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

### 51. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

#### 51.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Contract.

#### 51.2 Written Employee Jury Service Policy

51.2.1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

51.2.2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

51.2.3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if

the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- 51.2.4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **52. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 52.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 52.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **53. SAFELY SURRENDERED BABY LAW**

- 53.1 Contractor's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

### 53.2 Notices to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysagela.org](http://www.babysagela.org) for printing purposes (see Exhibit F (Safely Surrendered Baby Law)).

## 54. PUBLIC RECORDS ACT

54.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

54.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## 55. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

55.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this



Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

55.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

55.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 62 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

55.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment,

provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **56. Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **57. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

57.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

57.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

57.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

57.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

57.4.1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

57.4.2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

- 57.4.3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 57.4.4. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

## **58. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit N, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Tissue Banks International

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director, Department of Coroner

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**Exhibit A**  
**STATEMENT OF WORK**  
**TISSUE BANK PROCEDURES FOR OBTAINING TISSUES AT THE**  
**LOS ANGELES COUNTY DEPARTMENT OF CORONER (CORONER)**  
**AND DEPARTMENT OF HEALTH SERVICES(DHS)**  
Federal law, 42 U.S.C Section 274 et seq.  
Health and Safety Code Section 7150 et seq  
(Government Code 27491.47)

**1.0 INTRODUCTION**

In compliance with the contract herein, the CONTRACTOR shall, in obtaining tissues at the CORONER and DHS comply with the following:

The CONTRACTOR in requesting tissue donations for corneas, heart valves, saphenous veins, skin and bone on all CORONER and DHS cases shall obtain authorized consent from the legal next-of-kin, as prescribed by state or federal law, including any statutory enactments subsequent to the date of the contract.

Section 27491.47 of the Government Code has been amended, as of January 1, 1999, to require that any one of the following be obtained when procuring consent for the removal of corneal tissue. In addition, the CORONER and DHS are requiring the CONTRACTOR to follow the same consent procedures for all other tissue types (heart valves, saphenous veins, skin and bone).

- A A dated and signed written consent by the donor or any other person specified in Section 7151 of the Health and Safety Code on a form that clearly indicates the general intended use of the tissue and contains the signature of at least one witness.
- B Proof of the existence of a recorded telephonic consent by the donor or any other person specified in Section 7151 of the Health and Safety Code in the form of an audio tape recording of the conversation or a transcript of the recorded conversation, which indicates the general intended use of the tissue.
- C A document recording a verbal telephonic consent by the donor or any other person specified in Section 7151 of the Health and Safety Code, witnessed and signed by no less than two members of the requesting entity; i.e. hospital, eye bank, or procurement organization, memorializing the consenting person's knowledge of and consent to the general intended uses of the gift.

The form of consent obtained under subparagraph (A), (B), or (C) shall be kept on file by the requesting entity and the CONTRACTOR for a minimum of three (3) years.

**2.0 CONTRACTOR REQUIREMENTS**

- A) CONTRACTOR staff at all times shall provide appropriate identification and maintain appropriate professional demeanor and conduct while in CORONER and DHS Facilities. CONTRACTOR shall at all times adhere to the rules and regulations of COUNTY facilities.
- B) CONTRACTOR shall provide to the CORONER or DHS Facility administrator as

requested, all licensing and other information regarding CONTRACTOR and CONTRACTOR staff as listed below:

- Must maintain State of California Department of Health Services Tissue Bank License,
- Must have accreditations issued by Eye Bank Association of America (EBAA) and American Association of Tissue Banks (AATB),
- Must have technicians certified by national professional organizations EBAA, and AATB,
- Must have an equitable tissue distribution plan for sharing donated tissue that includes cooperative agreements with other tissue bank agencies,
- Must have a workers' compensation program, verified commercial general liability insurance and comprehensive automobile liability insurance with limits acceptable to COUNTY, and be capable of indemnifying the COUNTY in relation to collections at the CORONER and DHS Facilities.

### 3.0 TISSUE COLLECTION PROCEDURES – CORONER

A CONTRACTOR's technician may visit the CORONER's office on a daily basis to assess potential tissue donors. The technician will coordinate with the Investigations Watch Commander on duty to identify potential donors. The technician will check the following locations at the CORONER's office:

- A. Reporting Desk – The initial file location of potential CORONER's cases for tissue procurement.
- B. Hold Over File Box – File location of cases still in progress possibly pending next-of-kin notification or identification.
- C. Investigations Division
  - 1. Supervising Investigator
  - 2. Individual Investigators
- D. CONTRACTOR's personnel shall wear CONTRACTOR provided identification cards at all times while on the Service Floor.

When appropriate, and when possible, individual CORONER's investigators or the Reporting Desk may telephone the CONTRACTOR and alert the CONTRACTOR's technician to potential donors.

### 3.1 Screening of Files

The CONTRACTOR shall coordinate with the Watch Commander prior to reviewing case documents. Documents/information reviewed by the CONTRACTOR's technician will be treated as confidential and may not be copied without consent of the CORONER.

The CONTRACTOR shall screen case files to determine the following:

- A. Cases which are not medically suitable for transplant.
- B. Cases which will be autopsied.
- C. Cases where there is a known or possible religious objection.
- D. Cases which involve child abuse, officer involved homicide, in-custody deaths, strangulation, or any other mode of death where corneal tissue removal may interfere with the CORONER's investigation or medical findings.
- E. Permission must be obtained from a CORONER's physician or the Watch Commander in Investigations to obtain tissue donation(s) prior to autopsy, or the case is excluded from tissue procurement.

### 3.2 Examination Only Cases

"Examination only" cases involve a physical examination only of the deceased and do not require an autopsy. The CONTRACTOR shall, for cases that are to be "examined only", clear the case with the Watch Commander in Investigations or the Operations Officer handling the case to ensure that tissue removal would not interfere with the CORONER's investigation.

### 3.3 Autopsy Cases

For cases that are to be autopsied, CONTRACTOR's technician will clear removal of corneal tissue with the CORONER's Watch Commander in Investigations and/or the pathologist handling the case.

### 3.4 Consent

#### A. Procurement

The CONTRACTOR and any of its Tissue Bank Partners which perform this function shall contact (or attempt to contact) the legal next-of-kin on those cases where the legal next-of-kin have been notified by telephone and to make them aware of their option to donate tissues for transplantation. CONTRACTOR shall ensure the following:

1. No effort is made to pressure the legal next-of-kin to make the donation. The approach should only make them aware of the option. A "yes" or a "no" response is a perfectly acceptable response.
2. If the legal next-of-kin wants to make the donation, a telephonic, tape recorded consent is taken by CONTRACTOR (the requesting entity procurement organization, hospital, eye bank) which indicates the intend use of the tissue. A tissue donation form is attached to the case which indicates which tissues were donated and also where the taped consent is located. The CONTRACTOR must keep a copy of the consent form on file for a minimum of three (3) years. CONTRACTOR must document that the person

giving consent is aware of the tape recorder.

3. If the legal next-of-kin does not want to make the donation, a tissue donation form is attached to the case to indicate that the family has been contacted and declined. This step reduces the possibility of another tissue bank staff member contacting the family and possibly upsetting them.

B. Documentation

The CONTRACTOR shall complete the Expedite Request Form and attach it to the case indicating the following:

1. Decedent's name and Case Number.
2. Name of technician making request.
3. That the legal next-of-kin consented to the described tissue donation.
4. Signature by the CONTRACTOR's technician and Watch Commander.

3.5 Tissue Removal Procedures

The CONTRACTOR shall locate the decedent's body and move it to the dedicated tissue collection room at the CORONER's office to surgically remove the tissue. Great care shall be taken not to interfere with the CORONER's staff operation.

3.6 Corneal Tissue Procurement

The CONTRACTOR shall ensure:

- A. The corneal tissue procurement procedure will be performed in the dedicated tissue collection room.
- B. The CONTRACTOR shall surgically remove the corneal tissue and cosmetically restore the decedent.

3.6.1 Duty Doctors or Supervising Investigators may authorize the removal of corneas from the following cases prior to the assignment for autopsy or examination:

- A. All pedestrians versus motor vehicles, including hospitalized cases where injuries have been documented, i.e., a child accidentally run over by family member.
- B. All auto drivers and motorcycle operators including those involved in accidents involving fixed object or going off roadway.
- C. All passengers whenever charges are pending against drivers.
- D. All work related deaths, whether natural or accidental.
- E. All drug deaths.



- F. Therapeutic misadventure cases.
- G. Homicide cases with only gunshot wounds or stab wounds below the level of the clavicles.
- H. Natural deaths under 50 years of age with no known medical history.

3.6.2 The CONTRACTOR shall ensure corneal tissue shall not be removed when:

- A. There is petechial hemorrhage in the eyes without authorization of the assigned Deputy Medical Examiner.
- B. The family objects to an autopsy.

3.6.3 Skin, Bone, Heart Valves and Saphenous Vein Tissue Procurement

All tissue procurement regarding skin, bone, heart valves and saphenous veins shall be authorized and approved by the Chief Medical Examiner-Coroner, or designee, on a case by case basis.

3.6.4 Skin Tissue Procurement

The CONTRACTOR shall ensure:

- A. The skin tissue procurement procedure shall be done in the dedicated tissue collection room.
- B. The CONTRACTOR tissue technician will coordinate removal schedule with the CORONER.

3.6.5 Bone Tissue Procurement

The CONTRACTOR shall ensure that the bone procurement will take place following the skin tissue procurement.

In the event that bone tissue but not skin tissue is procured, the CONTRACTOR shall use the following procedures:

- A. The bone tissue procurement procedure shall be done in the dedicated tissue collection room.
- B. The CONTRACTOR's tissue technician will coordinate removal schedule with the CORONER's staff.
- C. The CONTRACTOR's tissue technician will remove the bone tissue and cosmetically restore the decedent.

### 3.6.7 Heart Valve Procurement

The CONTRACTOR shall ensure:

- A. Heart valve procurement is approved by the Chief, Forensic Medicine or the Chief Medical Examiner-CORONER in each case. Presence of a CORONER's physician may be required during the procedure.
- B. Procurement shall be done in the dedicated tissue collection room. A specimen of blood for the CORONER will be collected before procuring the tissue.
- C. If a CORONER's physician must be present after hours, CONTRACTOR will notify the physician and autopsy technician on call. Procurement should begin within ½ hour of the arrival of the physician and technician.
- D. The CORONER's physician may do necessary dissection of the heart, but will keep dissection to a minimum to avoid damaging the valves.
- E. A pathology report meeting the requirements of the CORONER will be generated on heart tissue collected by the tissue procurement agency. It will be forwarded to the Public Services Division at the CORONER, which will treat it as a confidential record.

### 3.6.8 Saphenous Vein Procurement

- A. Saphenous vein procurement is approved by the CORONER'S Watch Commander or CORONER's physician before the procedure.
- B. Procurement shall be done in the dedicated tissue collection room.
- C. An attempt will be made to avoid injecting any medication into the body during procurement. If injection is unavoidable, the CONTRACTOR will notify the Chief, Forensic Laboratories on the next business day.

### 3.6.9 Tissue Procurement /Donation Control Form

Complete and attach a Tissue Procurement/Donation Control form (sample attached) to the case indicating the following:

- A. That corneal and other tissues will be removed from the case under Health and Safety Code Section 7151 et seq.
- B. What time the tissue is taken and by whom.
- C. Record the time, date and name and relationship of legal next-of-kin who gave consent.
- D. Signature by the CONTRACTOR's Tissue Bank technician and by the Watch Commander of the CORONER's Office.
- E. What was taken.

- F. Description of the tissue removed.
- G. Type of procedure used to remove the tissue involved.

#### 3.6.10 Post Tissue Removal Procedures

The CONTRACTOR shall return the decedent's body to its prior location or the place where the CORONER's staff request CONTRACTOR's personnel to place it. CONTRACTOR shall ensure that the donor remains are kept covered at all times except during evaluation or collection.

#### 4.0 TISSUE COLLECTION PROCEDURES AT DHS FACILITIES.

- 4.1 CONTRACTOR shall provide 24-hour a day availability of trained technicians to assure proper evaluation and facilitation of each donor referral from DHS facilities. CONTRACTOR shall keep each DHS Facility administrator(s) at all times apprised in writing the names and telephone numbers of all CONTRACTOR personnel .
- 4.2 CONTRACTOR shall provide administrator at each DHS Facility with a reference manual for tissue donation containing recommended protocols and procedures for the donation process and donor medical support including necessary donor testing and tissue retrieval procedures.
- 4.3 CONTRACTOR, on an annual basis, shall provide in-service training and professional education in DHS Facilities to DHS personnel designated by the DHS administrator on all aspects of tissue donation, removal and transportation.
- 4.4 CONTRACTOR shall:
  - A) Maintain confidentiality of all information obtained in evaluation and completion of the tissue donation.
  - B) Maintain donor referral records and assist DHS Facilities in compliance with JCAHO guidelines and federal requirements for donation, provide follow-up information of the disposition of tissue to the donor's legal next-of-kin, as requested, and provide the Facilities' Medical Records offices with the "Decedents Evaluation Certificate."
  - C) Make available to DHS Facilities statistics showing progress of the Call-In-All Death program. All Call-In-All Deaths must be performed as required by Federal law 42 U.S.C. Section 274 et seq.
  - D) Designate a CONTRACTOR Administrator to be assigned to each DHS Facility to serve as liaison and to be available to assist each DHS Facility in policy and procedure, development, review and implementation as they relate to Federal Law 42 U.S.C. Section 274 et seq., and California Health and Safety Code Section 7150, et seq in accordance with the Uniform Anatomical Gift Act. The liaison personnel will also provide on-going professional in-service education at DHS Facilities as it relates to all aspects of tissue donation and transplantation, including indications (needs) and applications (uses) of donated tissues. Provide BRN nursing credit of programs, if requested.

- E) Provide, when requested, assistance to DHS Facilities' orthopedic surgeons, burn surgeons, cardiovascular surgeons, and others as appropriate in locating needed tissue.

#### 4.5 SCREENING OF FILES

The CONTRACTOR shall coordinate with the DHS Facility staff prior to reviewing case documents. Documents/information reviewed by the CONTRACTOR technician will be treated as confidential and may not be copied without consent of the DHS. CONTRACTOR has the right to review death records relating to tissue removal, as necessary to ascertain the viability of available tissue for procurement. If the medical record has been forwarded to the Office of Decedent Affairs, CONTRACTOR may contact said office and arrange the necessary review to determine the viability of tissue before actual removal is accomplished. Consents for tissue removal must be made available to the Office of Decedent Affairs upon request for record review. Medical records will not be removed from respective facility at any time.

The CONTRACTOR or any of its Tissue Bank Partners which perform this function, shall screen case files to determine the following:

- A. Cases which are not medically suitable for transplant.
- B. CORONER's cases
- C. Non-CORONER cases. (by determining that the Primary Physician has opined an acceptable natural cause of death).
- D. Cases where there is a known or possible religious objection.

#### 4.6 CONSENT

##### A. PROCUREMENT

The CONTRACTOR or any of its Tissue Bank Partners which perform this function shall contact or attempt to contact the legal next-of-kin on those cases where the legal next-of-kin have been notified by telephone and to make them aware of their option to donate tissues for transplantation. CONTRACTOR shall ensure the following:

1. No effort is made to pressure the legal next-of-kin to make the donation. The approach should only make them aware of the option. A "yes" or a "no" response is a perfectly acceptable response.
2. If the legal next-of-kin wants to make the donation, a telephonic, tape recorded consent is taken by the CONTRACTOR which indicates the intended use of the tissue. A tissue donation form is attached to the case which indicates which tissues were donated and also where the taped consent is located. The CONTRACTOR must keep a copy of the consent form on file for a minimum of three (3) years. CONTRACTOR must document that the person giving consent is aware of the tape recorder.

3. If the legal next-of-kin does not want to make the donation, a tissue donation form is attached to the case to indicate that the family has been contacted and declined. This step reduces the possibility of another tissue bank staff member contacting the family and possibly upsetting them.

#### B. DOCUMENTATION

The CONTRACTOR shall complete the Expedite Request Form and attach it to the case indicating the following:

1. Decedent's name and Case Number.
2. Name of technician making request.
3. That the legal next-of-kin consented to the described tissue donation.
4. Signature by the CONTRACTOR's technician.

### 4.7 TISSUE REMOVAL PROCEDURES

The CONTRACTOR shall locate the decedent's body and move it to the morgue where autopsies are performed at the DHS Facility to surgically remove the tissue. Great care shall be taken not to interfere with the DHS Facility staff operation.

#### 4.7.1 Corneal Tissue Procurement

The CONTRACTOR shall ensure:

- A. The corneal tissue procurement procedure will be performed in morgue.
- B. The CONTRACTOR shall surgically remove the corneal tissue and cosmetically restore the decedent.

#### 4.7.2 Skin, Bone, Heart Valves and Saphenous Vein Tissue Procurement

All tissue procurement regarding skin, bone, heart valves, and saphenous veins shall be authorized and approved by the DHS Facility Physician or designee, on a case-by-case basis.

#### 4.7.3 Skin Tissue Procurement

The CONTRACTOR shall ensure:

- A. The skin tissue procurement procedure shall be done in the morgue.
- B. The CONTRACTOR tissue technician will coordinate removal schedule with the DHS Facility.

#### 4.7.4 Bone Tissue Procurement

The CONTRACTOR shall ensure that the bone procurement will take place following the

skin tissue procurement.

In the event that bone tissue but not skin tissue is procured, the CONTRACTOR shall use the following procedures:

- A. The bone tissue procurement procedure shall be done in the morgue.
- B. The CONTRACTOR's tissue technician will coordinate removal schedule with the DHS Facility staff.
- C. The CONTRACTOR's tissue technician will remove the bone tissue and cosmetically restore the decedent.

#### 4.7.5 Heart Valve Procurement

- A. The CONTRACTOR shall ensure procurement shall be done in morgue.

#### 4.7.6 Saphenous Vein Procurement

- A. The CONTRACTOR shall ensure procurement shall be done in the morgue.

#### 4.7.7 Tissue Procurement /Donation Control Form

Complete and attach a Tissue Procurement/Donation Control form (sample attached) to the case indicating the following:

- A. That corneal and other tissue will be removed from the case under Health and Safety Code Section 7151 et seq.
- B. What time the tissue is taken and by whom.
- C. Record the time, date and name and relationship of legal next-of-kin who gave consent.
- D. Signature by the CONTRACTOR's Tissue Bank technician.
- E. What was taken.
- F. Description of the tissue removed.
- G. Type of procedure used to remove the tissue involved.

#### 4.8 POST TISSUE REMOVAL PROCEDURES

The CONTRACTOR shall return the decedent's body to its prior location or the place where the DHS Facility staff request CONTRACTOR's personnel to place it. CONTRACTOR shall ensure that the donor remains are kept covered at all times except during evaluation or collection.

**DEPARTMENT OF CORONER  
EXPEDITE REQUEST FORM  
TISSUE BANK REQUESTS PRIORITIZED  
TRANSPORTATION/INVESTIGATION OF THIS CASE**

Decedent's Name: \_\_\_\_\_

Date/Time of Death: \_\_\_\_\_

Decedent's Case Number \_\_\_\_\_

Location of Decedent: \_\_\_\_\_

Name of Technician Making Request: \_\_\_\_\_

Type of Tissue requested \_\_\_\_\_

Name of Watch Commander Accepting Request: \_\_\_\_\_

Date and Time Request Was Made: \_\_\_\_\_

Date and Time Investigation Work/Transport Was Complete: \_\_\_\_\_

Name of Legal Next-of-kin who  
consented: \_\_\_\_\_

Relationship: \_\_\_\_\_ Telephone: \_\_\_\_\_

Investigation Work Request:

Date/Time: _____	Tech: _____	Inv: _____	Identification of Decedent/ Investigation of Legal Next of Kin
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Date/Time: _____	Tech: _____	Inv: _____	Completion of Evidence Collection/ Fingerprinting in Process
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Date/Time: _____	Tech: _____	Inv: _____	Investigation of Medical & Social History
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Date/Time: _____	Tech: _____	Inv: _____	Investigation of Circumstances surrounding death to verify secondary agency finding
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**DEPARTMENT OF CORONER  
TISSUE PROCUREMENT/DONATION CONTROL FORM**

Name of Decedent \_\_\_\_\_ Coroner's Case No \_\_\_\_\_

Date & Time of Death \_\_\_\_\_

Will this case be autopsied? YES NO Was this case checked by a pathologist? YES NO

Which Pathologist? \_\_\_\_\_

Was this case OK'd by a pathologist? YES NO By Whom? \_\_\_\_\_

Consent Obtained from legal next-of-kin at \_\_\_\_\_ (Date & Time)

Watch Commander in Investigations Signature: \_\_\_\_\_ (Date & Time)

Medical Examiner Coroner's Signature: \_\_\_\_\_ (Date & Time)

Signature of Technician Performing Tissue Removal: \_\_\_\_\_

A. CORONEAL REMOVAL Date and Time of Corneal Removal: \_\_\_\_\_

DONOR DESCRIPTION: Iris (Color) \_\_\_\_\_

	L:	R:	COMMENTS:
Pupil: Diameter	_____	_____	_____
Lids			
Normal	_____	_____	_____
Edematous	_____	_____	_____
Contusion	_____	_____	_____
Laceration	_____	_____	_____
Conjunctiva/Sclera			
Normal	_____	_____	_____
Inflammation	_____	_____	_____
Contusion	_____	_____	_____
Petechia	_____	_____	_____
Laceration	_____	_____	_____
Diseases			
Cataract	_____	_____	_____
Arcus	_____	_____	_____
Surgery	_____	_____	_____



**DEPARTMENT OF CORONER  
TISSUE PROCUREMENT/DONATION CONTROL FORM**

B. BONE, SKIN, HEART VALVE, SAPHENOUS VEIN REMOVAL

**DONOR DESCRIPTION:**

Actual Date and Time of Tissue(s) Removal:

Description of tissue(s)  
removed: \_\_\_\_\_

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Type of procedure(s) used to remove  
tissue: \_\_\_\_\_

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Additional  
Comments: \_\_\_\_\_

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**DEPARTMENT OF HEALTH SERVICES**  
**TISSUE PROCUREMENT/DONATION CONTROL FORM**

Name of Decedent \_\_\_\_\_ DHS Case No \_\_\_\_\_

Date & Time of Death \_\_\_\_\_

(Date & Time)

Consent Obtained from legal next-of-kin at \_\_\_\_\_

(Date & Time)

Physician Signature: \_\_\_\_\_

(Date & Time)

Signature of Technician: \_\_\_\_\_

**A. CORONEAL REMOVAL**

Date and Time of Corneal Removal: \_\_\_\_\_

**DONOR DESCRIPTION:**

Iris (Color) \_\_\_\_\_

	L:	R:	COMMENTS:
Pupil: Diameter	_____	_____	_____
Lids			
Normal	_____	_____	_____
Edematous	_____	_____	_____
Contusion	_____	_____	_____
Laceration	_____	_____	_____
Conjunctiva/Sclera			
Normal	_____	_____	_____
Inflammation	_____	_____	_____
Contusion	_____	_____	_____
Petechia	_____	_____	_____
Laceration	_____	_____	_____
Diseases			
Cataract	_____	_____	_____
Arcus	_____	_____	_____
Surgery	_____	_____	_____

**DEPARTMENT OF HEALTH SERVICES**  
**TISSUE PROCUREMENT/DONATION CONTROL FORM**

**B. BONE, SKIN, HEART VALVE, SAPHENOUS VEIN REMOVAL**

**DONOR DESCRIPTION:**

Actual Date and Time of Tissue(s) Removal:

Description of tissue(s)  
removed: \_\_\_\_\_

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Type of procedure(s) used to remove  
tissue: \_\_\_\_\_

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Additional  
Comments: \_\_\_\_\_

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# CONTRACTOR'S TISSUE RECOVERY SUMMARY REPORT

## DEPARTMENT OF CORONER

DONOR DATA			TISSUE REMOVAL							TISSUE DISTRIBUTION			
CORONER CASE #	DATE OF DEATH	MODE OF DEATH	CORNEA	SKIN	BONE	SAPHENOUS VEIN	HEART VALVE	DATE PROCURED	UNSUITABLE TISSUE	TOTAL COLLECTED	AGENCY TISSUE DISTRIB.	GRATIS TISSUE DISTRIB.	CASE STATUS/ISSUES

## DEPARTMENT OF HEALTH SERVICES - FACILITIES SUMMARY REPORT

### FACILITY LOCATION:

DONOR DATA			TISSUE REMOVAL							TISSUE DISTRIBUTION			
FACILITY CASE #	DATE OF DEATH	MODE OF DEATH	CORNEA	SKIN	BONE	SAPHENOUS VEIN	HEART VALVE	DATE PROCURED	UNSUITABLE TISSUE	TOTAL COLLECTED	AGENCY TISSUE DISTRIB.	GRATIS TISSUE DISTRIB.	CASE STATUS/ISSUES

## REIMBURSEMENT OF COUNTY EXPENSES – CORONER’S CASES

CONTRACTOR shall reimburse COUNTY on an average per case basis regardless of whether tissue obtained by CONTRACTOR is usable or unusable. In computing costs, an average of the number of cases processed in the year 1999 is used. For heart valve cost reimbursement, total costs are used. As indicated below, some positions are only budgeted for a percentage of their salaries, as they are not involved in full time tissue collection activity.

### CORNEA, SKIN, BONE, AND SAPHENOUS VEIN PROCUREMENT

NO. OF POSITIONS	TITLE	ANNUAL* SALARY	PERCENT OF TIME
1	Forensic Attendant	\$ 29,747	50%
1	Senior Typist Clerk	\$ 1,999	4%
1	Physician Specialist, M.D.	\$ 9,332	4%
1	Supervising Coroner’s Invest. I	\$ 8,060	7%
		\$ 49,138	
	S & S Cost	\$ 7,046	
	Mileage, Maintenance & Supplies		
	Total Cost Per year	\$ 56,184	
	Avg. number of cases per year		252
	Cost per case		\$ 222.95

\*Annual Salary shown is calculated utilizing the percent of time as shown above in tissue collection activities.

### HEART VALVE PROCUREMENT

NO. OF POSITIONS	TITLE	PER HR.	TOTAL COST
1	Physician Specialist 5 hours per case (average)	\$ 97.91	\$ 485.95
1	Forensic Attendant 2 hours per case (average)	\$ 34.06	\$ 68.12
1	Forensic Tech.II 5 hours per case (average)	\$ 43.12	\$ 215.60
1	Coroner Investigator 0.5 hours per case (average)	\$ 59.55	\$ 29.78
1	Supervising Coroner Inv.I 0.5 hours per case (average)	\$ 63.95	\$ 31.98
	Cost per case		\$ 831.42

**CONTRACTOR  
FEES TO TISSUE BANK- PARTNERS (TBP)**

Page 2 of 2

**REIMBURSEMENT OF COUNTY EXPENSES – CORONER’S CASES**

The COUNTY shall submit monthly invoices to CONTRACTOR detailing the COUNTY's cost per case expenses under the Agreement for the preceding monthly period. CONTRACTOR shall remit full reimbursement of those cost per case expenses to the CORONER within 30 business days of its receipt of the invoice.

If one year options are exercised by the COUNTY, there will be an annual increase in the per case cost based on any increased costs incurred by the COUNTY.

**Exhibit C**  
**Tissue Bank Partnering Agreement(s)**

**REQUIRED FORMS - EXHIBIT D**  
**PROPOSER'S EEO CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(   )	(   )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(   )	(   )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(   )	(   )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(   )	(   )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

EEO CERTIFICATION



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

EXHIBIT E

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## **EXHIBIT F**

# **SAFELY SURRENDERED BABY LAW**

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

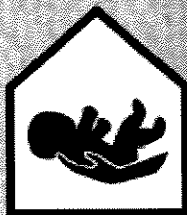
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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*



## EXHIBIT G

### FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT H

**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Contractor unable to meet this requirement shall not be considered for contract award.**

Contractor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Contractor has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_YES (subject to verification by County) \_\_\_\_\_NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_YES \_\_\_\_\_NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_YES \_\_\_\_\_NO \_\_\_\_\_N/A (Program not available)

Contractor Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: Anthony T. Hernandez  
Title: Director  
Address: 1104 N. Mission Road  
Los Angeles, CA 90033  
Telephone: (323) 343-0778  
Facsimile: \_\_\_\_\_  
E-Mail Address: ahernandez@lacoroner.org

**COUNTY PROJECT MANAGER:**

Name: Sarah Ahonima  
Title: Administrative Services Manager III  
Address: 1104 N. Mission Road  
Los Angeles, CA 90033  
Telephone: (323) 343-0784  
Facsimile: \_\_\_\_\_  
E-Mail Address: sahonima@lacoroner.org

**COUNTY CONTRACT PROJECT MONITOR:**

Name: Silvia Gonzalez  
Title: Chief, Public Services  
Address: 1104 N. Mission Road  
Los Angeles, CA 90033  
Telephone: (323) 343-0516  
Facsimile: (323) 223-5630  
E-Mail Address: sgonzalez@lacoroner.org

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**EXHIBIT M**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)